



Natural Resources Conservation Service  
State Office  
100 USDA, Suite 206  
Stillwater, OK 74074-2655  
Telephone (405) 742-1236

August 25, 2003

**OKLAHOMA BULLETIN NO. OK180-3-11**

**SUBJECT: CPA – Cooperative Agreement with the Oklahoma Conservation Commission**

**Purpose:** To provide information to field offices regarding the cooperative agreement for technical services with the Oklahoma Conservation Commission.

**Expiration Date:** September 30, 2003

The Oklahoma Conservation Commission (OCC) and Oklahoma's 88 local Conservation Districts have been instrumental in the success and delivery of conservation programs at the local level. The additional workload and pressures of delivering every aspect of the Farm Bill and traditional conservation assistance programs have re-emphasized the importance of this Federal, state and local partnership in meeting the conservation needs of our customers. NRCS and the OCC have entered into a cooperative agreement to provide funding for this partnership to continue the technical assistance and support in delivery of conservation programs.

A copy of the cooperative agreement and a letter from Mr. Mike Thralls, Executive Director, OCC, to district offices and the chair of each conservation district board are attached. NRCS District Conservationists will become familiar with these documents and work cooperatively with their respective conservation district in implementing the provisions of this agreement. It is expected that each conservation district will proceed with considering and approving the Local Operational Agreement (Pages 16 and 17 of the agreement) at their next scheduled board meeting. This agreement will require full discussion and understanding of the local expectations by the board and the district conservationist. Signatures of both the conservation district and district conservationist are required for the agreement to be in effect at the local level.

Reporting of assistance received by conservation district personnel will occur by use of the Performance Worksheet (Pages 19 and 20). This checklist will be completed monthly, beginning with August, 2003, and reflect only those activities that were assisted with during the month. The district personnel assisting NRCS will be responsible for completing the checklist and providing it to the district board at the monthly meetings. NRCS district conservationists working with the conservation district directors will review and concur that the assistance was satisfactorily performed by the district personnel. **Note:** This is a checklist, not a timesheet. Time (hours) will not be listed, only a check to indicate activity in this task. Your district employees are not expected to work on every task listed every month. Rather you are asked to communicate with your district employees each month to determine what tasks they can perform to assist in program delivery.

The agreement and working procedures were reviewed with the Quality Leadership Team on August 19 and 20, 2003. Also, the Assistant State Conservationists for Field Operations (ASTC-FO) were fully involved in the development of this agreement. District conservationists should follow-up directly with their respective Team Coordinator or ASTC-FO with questions regarding the agreement.

/s/

M. DARREL DOMINICK  
State Conservationist

Attachments

TO: ALL CONSERVATION DISTRICT OFFICES AND BOARD CHAIR

FROM: MIKE THRALLS, EXECUTIVE DIRECTOR

SUBJECT: NEW WORKING AGREEMENT WITH NRCS

DATE: AUGUST 21, 2003

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The Oklahoma conservation partnership of conservation districts, the Conservation Commission and the NRCS is facing many challenges as we begin the new state fiscal year. Falling state revenues have forced difficult and painful budget cuts for the Commission and all state agencies.

At the same time, our NRCS partners are faced with the challenge of delivering the new Farm Bill conservation programs while dealing with many significant changes like competitive sourcing, using technical service providers and dealing with office consolidation. In this rapidly changing environment it is important that the partnership work closely together so that we continue to deliver quality conservation services to our cooperators and customers.

It is becoming increasingly clear that current federal initiatives to privatize and competitively source many functions may significantly change the face of NRCS. The timing of these initiatives, as we begin delivering the largest federal conservation Farm Bill in history, is challenging to say the least. However, one of the opportunities for conservation districts and the Commission in this changing time is to account for services provided to the NRCS and be compensated for it.

At the August Commission meeting an agreement was approved between NRCS and the Commission. The agreement provides NRCS funding to the Commission and districts. In return we are to provide administrative and technical assistance to the NRCS in delivering Farm Bill conservation programs and day-to-day conservation activities. We want this to be a win-win situation for NRCS, districts and our cooperators. The goal is to ensure that district boards and district employees are fully engaged in assisting with the delivery of federal conservation programs. The NRCS funding from this agreement is vital to this year's Commission's budget and our ability to fund district allocations for personnel and operations (the increase in district employee health insurance benefits this year would not have been possible without this agreement). Our State Conservationist, Darrel Dominick, is to be commended for initiating this agreement. This NRCS funding will go a long way in helping the Commission and districts make it through this difficult budget year.

For the Commission and districts to earn this NRCS funding it will be necessary for district employees to work directly on federal conservation activities. It will also be necessary for the NRCS District Conservationist and District Board Chairman to work closely together to ensure that district employees are providing the needed support. It will require additional documentation of district employee activities to demonstrate that the needed NRCS work has been performed. However, I would note that in most districts the work that will be asked of district employees is already being done. This agreement will allow such work to be accurately reported and at the same time result in monetary benefits to support district allocations.

I believe that the changing way NRCS may be conducting business in the future means that district employees will have a larger role in delivering federal conservation programs. We will need to work together to ensure that our employees get the training and develop the skills to perform this work. NRCS will provide training opportunities this fall for our employees to participate in the technician boot camp and the conservation planning courses. I would encourage boards to permit their employees to take part in this training and any other training that will improve skill levels. It is my desire to improve both the skill and salary levels of our employees. In this changing way of doing business, I believe we have the opportunity to improve the lot of our employees and make them an even more significant part of the federal and state conservation delivery system.

Your board's cooperation and participation in these new working arrangements with the Commission and NRCS is appreciated. Enclosed you will find an operational agreement that outlines the arrangements between your district and NRCS for providing assistance on conservation program delivery. I would ask that your district review and approve this agreement at your next board meeting. Also enclosed is a monthly checklist that outlines a large number of tasks with which district employees can assist NRCS. Note: This is a checklist not a time sheet. Your district employees are not expected to work on every task listed every month. Rather you are asked to communicate with your District Conservationist each month to determine what tasks district employees can perform to assist in program delivery. The checklist is to be approved at your monthly board meeting and signed by the board chair and by the NRCS District Conservationist. The checklist then needs to be sent to the Commission office to the attention of Lisa Knauf who is managing the agreement for the Commission. Questions about the agreement and checklist can be directed to Lisa Knauf or Ben Pollard in the Commission office.

In conclusion, I urge district boards and employees to work closely with NRCS this year to ensure we deliver quality conservation services to our cooperators. The new federal Farm Bill provides significant opportunities for putting more conservation on the ground. Our new working agreement with NRCS to assist in the delivery of conservation services is a key to holding our budget together in this difficult fiscal year. Your cooperation in making this new arrangement work is needed and appreciated.

**COOPERATIVE AGREEMENT  
(CONTRIBUTION AGREEMENT)  
(Section 714)**

**Between The**

**Oklahoma Conservation Commission**

**And the**

**United States Department of Agriculture  
Natural Resources Conservation Service**

This agreement is hereby entered into by and between the Oklahoma Conservation Commission, called OCC and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter, called NRCS.

AUTHORITY: Soil and Water Conservation, Soil Conservation and Allotment Act of 1936, as amended, Public Law 74-46, 16 U.S.C. 590a-f; Domestic Commodity Credit Charter Act (15 U.S.C. 714); Food Security Act of 1985, as amended through P.L. 108-11, Section 1231 (16 U.S.C. 3831), Section 1237 (16 U.S.C. 3837), Section 1240 (16 U.S.C. 3839aa), Section 1240 N (16 U.S.C. 3839bb-1 et. Seq.; 7CFR Part 636), Section 1242 (16 C.F.R. 3842); 7 U.S.C. 6962a, Public Law 99-198, as amended by the Federal Agricultural Improvement and Reform Act of 1996, and Public Law 104-1.

**A. Purpose**

The OCC and the NRCS have a common purpose of helping to bring about the conservation and wise use of land, water, wildlife, and related resources. NRCS and OCC also have a mutual interest in the furtherance of USDA conservation programs administered by the NRCS to assure they are effectively implemented and address local and state wide priorities of the OCC and Oklahoma's 88 Conservation Districts (Districts). The OCC, Conservation Districts, and NRCS jointly share in the responsibility of providing technical and financial assistance to landowners and operators within the boundaries of Oklahoma. Traditionally, resources are shared between the OCC, Districts, and NRCS to insure that timely and effective technical assistance is provided to those participating in USDA programs. This cooperative agreement builds on the established traditional relationship of shared resources to address National, State, and local resource concerns. The OCC, Districts, and NRCS have identified specific objectives, the achievement of which will help address common resource concerns. These objectives are identified in the OCC Strategic Plan and the NRCS Business Plan. The purpose of this agreement is to assure that common goals are realized and to further their mutual interests by all parties contributing substantial resources to achieve specific conservation objectives and program accountability in their respective mission areas.

## **B. Scope**

This agreement will be implemented on a statewide basis through the OCC and local Conservation Districts. The goal of the agreement is to accelerate and ensure that needed assistance associated with the administration and fieldwork necessary to implement servicing conservation customers to achieve conservation on the ground. NRCS will administer the agreement and provide funding to the OCC. OCC will then provide funding to Districts that desire to participate in this agreement. This agreement will permit District personnel employed through shared resources to work, under the technical and administrative guidance of NRCS personnel, with individual producers to explain conservation initiatives maintain producer case files documentation; and provide direct technical assistance to install conservation practices. The goal is to ensure that producers are knowledgeable of conservation assistance from the conservation partnership. OCC and conservation district personnel will work in conjunction with NRCS personnel to explain the conservation programs and program benefits to individual producers; complete contract applications and support documents; and provide direct technical assistance to producers for conservation projects. NRCS will maintain authority to approve engineering job approval authority for OCC and District employees who perform design and layout of conservation practices. The OCC, Districts, and NRCS have identified the following work elements that may be performed by OCC/District personnel on any given assistance activity:

Items noted as “Essential Task” are considered mandatory and must be completed for any reimbursement to be completed in accordance with this agreement. Tasks noted as “Additional” shall be negotiated between the NRCS District Conservationist and the local Conservation District Board. It is expected that the additional tasks will be performed when; 1) the district conservationist identifies the task as needed at the field office level, and 2) the conservation district has the staff expertise to accomplish the task. The essential and additional tasks will be documented at the field office and District level using Exhibit 1. A signed copy of Exhibit 1 will be retained at the local office with a copy provided to the OCC. OCC will retain a record copy of Exhibit 1 for each participating District which will be available to the NRCS state office upon request.

### **1) CONSERVATION PLANNING**

#### **a) Essential Tasks:**

- i) Enter conservation plans and contracts in Customer Service Toolkit or other databases as requested by the local District Conservationist
- ii) Assembly, maintenance and correspondence for conservation plans
- iii) Gathering conservation planning components (job sheets, O&M plans, soils descriptions, CPA-52 and CPA-4) as needed

#### **b) Additional Tasks: may include the following items provided the OCC and the conservation district have sufficient field staff capable of accomplishing the task:**

- i) Conduct field visit to accomplish inventory and evaluation, on-site planning, locating practice locations
- ii) Assists in surveys for the purpose of design, planning and layout of conservation practices
- iii) Conducts on-site construction inspection reviews

- iv) Provides practice checkout services
- v) Development of plan and soil maps
- c) Applicable Programs: Work performance through Conservation Operations-CTA, Wetlands Reserve Program, Conservation Reserve Program, Grassland Reserve Program as services are provided. Work performed through Environmental Quality Incentives Program, EQIP-Ground and Surface Water Conservation, Wildlife Habitat Incentives Program, Farm and Ranchlands Protection Program for approved contracts.

## 2) OUTREACH AND MARKETING

### a) Essential Tasks:

- i) Development of farm bill related news articles for local news outlets. This includes article development, including downloading NRCS prepared articles, delivery of article to local media sources, and distribution of articles to ASTC (FO)
  - ii) Plan and assist in the development, implementation and documentation of outreach, informational and locally led meetings (preparation of minutes, sign-in sheets, agendas and photographs)
  - iii) Assist with the preparation of the report on the above activities to the ASTC (FO) on a monthly basis
  - iv) Making presentation to local farm groups and other interested organizations on conservation of natural resources and farm bill programs
  - v) Developing success stories on local clients who have achieved noteworthy accomplishments through conservation activities for the local media
  - vi) Assist with the administration of the Earth Team Volunteer Program
  - vii) OCC will also assist with statewide media when agreed upon by OCC and NRCS
- b) Applicable Programs: Work performance through Conservation Operations-CTA, Wetlands Reserve Program, Conservation Reserve Program, Grassland Reserve Program, Environmental Quality Incentives Program, EQIP-Ground and Surface Water Conservation, Wildlife Habitat Incentives Program, Farm and Ranchlands Protection Program as services are provided.

## 3) ADMINISTRATIVE DUTIES

### a) Essential Tasks:

- i) Filing of all correspondence, directives, policy, FOTG (Field Office Tech Guide)
- ii) Updating table of contents for General Manual and FOTG
- iii) Serves as office receptionist, routing phone calls and customers to the appropriate individual and/or assisting customer
- iv) Develop general office correspondence
- v) Maintain file of time and attendance records, schedules, and actual work documentation

- vi) Develop and maintain minutes of staff meeting, locally led meetings, and local work group meetings
- vii) Assist with development, maintenance and tracking of field office schedule
- viii) Maintain conservation practice ledgers (MGT-199, OK-MGT-WKSHT-01)
- b) Additional Tasks: may include the following items:
  - i) Enter PRMS data and conduct quality assurance of entries
- c) Applicable Programs: Work performance through Conservation Operations-CTA, Wetlands Reserve Program, Conservation Reserve Program, Grassland Reserve Program, Environmental Quality Incentives Program, EQIP-Ground and Surface Water Conservation, Wildlife Habitat Incentives Program, Farm and Ranchlands Protection Program as services are provided.

#### 4) FARM BILL CONTRACTING

- a) Essential Tasks:
  - i) Explain and promote farm bill programs
  - ii) Assist with local work group coordination.
  - iii) Assist customers to complete program applications
  - iv) Assist with program application rankings by gathering preliminary customer information
  - v) Compile applications in order of rankings, and file completed applications according to NRCS policy
  - vi) Prepare and mail form letters and other correspondence to program applicants
  - vii) Assist with the development and maintenance of conservation plans on approved contracts
  - viii) Complete CCC-1245s and assemble supporting documentation for the local District Conservationist signature
  - ix) Assist with contract maintenance including modifications, payment applications and status review
- b) Additional Tasks: may include the following items:
  - i) Delivery of direct technical assistance to support contract practice application and complete status reviews
  - ii) Update and maintain LTP-003
- c) Applicable Programs: Work performance through Conservation Operations-CTA, Wetlands Reserve Program, Conservation Reserve Program, Grassland Reserve Program as services are provided. Work performed through Environmental Quality Incentives Program, EQIP-Ground and Surface Water Conservation, Wildlife Habitat Incentives Program, Farm and Ranch Land Protection Program for approved contracts. Steps 1-7 of the conservation planning process completed prior to the signature of the contract for EQIP, EQIP-GSWC, WHIP, and FRPP applicants are performed under CTA.

### C. Mutual Benefits

Accelerated delivery of conservation technical assistance and administrative activities will result in reduced soil erosion, improved soil health, improved water quality and quantity, enhanced wildlife habitat, and improved grazing conditions by increasing the staff available to provide on-site technical assistance either directly or through efficiency in program administration. In addition to the conservation of natural resources, the economic viability of local agricultural enterprises and rural communities will be enhanced. This agreement will provide a formal link between the USDA conservation programs and the conservation work of the OCC and the Districts. The combined resources will result in enhancing the protection of soil, water, air, plant, and animal resources in the state. The efficient and effective implementation of a joint plan of work will also be assured.

### D. The OCC and Districts Will:

1. Contribute to the accomplishment of the common purpose in Section B by providing no less than 50 percent of the cost of personnel and other associated allowable and allocable cost in addition to those costs not subject to reimbursement by NRCS to carry out the intent of this agreement. These estimated costs to OCC and the local conservation districts are approximately \$1.3 million. See Exhibit 2 for OCC budget and contribution.
2. Provide qualified staff and suitable equipment, supplies, and materials to complete the work elements described in Section B of this agreement as designated to be performed by the OCC and through local conservation district. All work will be performed in accordance with the provisions of the agreement. The OCC will secure the NRCS State Conservationist's concurrence before deviating from the requirements of the approved agreement as reflected in this document, exhibits, and attachments.
3. Access records only as necessary to carry out the purpose of this agreement. Access does not give custody of the records (or files) to the OCC or the Conservation District. Contents of records will not be disclosed without the express written consent of the NRCS Oklahoma Freedom of Information and Privacy Acts Officer. All records accessed or generated as results of this agreement are and will remain the custody of NRCS. OCC will establish such policies and procedures as necessary to ensure that records confidentiality is maintained in conformance with the Freedom of Information Act, Privacy Act, Section 1244 of the Farm Security and Rural Investment Act of 2002, and NRCS General Manual 120, Part 408, Subpart C.
4. OCC and the local conservation district will provide technical and administrative support under this agreement in accordance with applicable NRCS technical criteria and policy. Applicable references include, but are not limited to, the Field Office Technical Guide, National Planning Procedures Handbook, and the Conservation Programs Manual.



5. Execute Exhibit 1 agreeing to perform, complete and/or assist in the completion of all work tasks identified in Section B as approved by the NRCS district conservationist and conservation district.
6. Submit completed work products, information, and required documentation described to the local district conservationist for within established time frames.
7. Provide the appropriate OCC and local conservation district representatives to attend and participate in the program appeals process on matters relating to performed work as requested by NRCS.
8. To the extent resources are available at the local level, assist NRCS personnel with field work which may involve surveying, layout, and checkout of conservation practices on the land and other duties as needed.
9. Accumulate and assemble reports necessary to support the expenditures associated with this agreement from each participating conservation district. Exhibit 3 will be used as a tool to show performance of the essential and required tasks by the conservation district personnel. This report must be signed by the appropriate official of the Conservation District and the District Conservationist certifying that the work was performed in accordance with this agreement.
10. Complete and submit Form SF-270, Request for Advance or Reimbursement, quarterly but not more frequently than monthly with specified documentation to support reimbursement for work completed. A copy of each conservation district report shown in item 9 above will be included with the SF-270.
11. OCC will submit form SF-270 with documentation to the NRCS at the following address:  
  
USDA Natural Resources Conservation Service  
Attn: Kevin Norton  
Assistant State Conservationist for Programs  
100 USDA, Suite 206  
Stillwater, OK 74074-2655  
TEL: (405) 742-1236
12. Comply with the requirements of Attachment A - Special Provisions, which is attached and incorporated as a part of this agreement.
13. Provide the following as project liaison:  
  
Oklahoma Conservation Commission  
Lisa Knauf, District Services Director  
2800 N. Lincoln Blvd. Suite 160

Oklahoma City, OK 73105  
TEL: (405) 521-6797

14. Retain all records dealing with the award and administration of this agreement for 3 years from the specific event date as referenced in 7 CFR 3016.42. Make such records available to the Comptroller General of the United States or his duly authorized representative and accredited representative of the United States Department of Agriculture or cognizant audit agency for the purpose of making audits, examinations, excerpts, and transcripts.
15. Hold and save NRCS free from any and all claims or causes of actions, whatsoever, resulting from the obligations undertaken by the OCC and Conservation Districts under this agreement or resulting from the work provided under this agreement.
16. Submit a final report to the NRCS principal contact identified in this agreement within 30-calendar days after completion of activities covered by this agreement.

E. NRCS Will:

1. Contribute to the accomplishment of the work elements by providing funds not to exceed \$400,000.00 to the OCC for costs incurred in carrying out the purposes of this agreement. Costs may include salaries and benefits, travel costs, supplies and materials costs, and indirect costs. Reimburse the OCC upon receipt and approval of Form SF-270, based upon the attached budget (Exhibit 2). The funds will be prorated as shown in the Exhibit 2.
2. Provide access to OCC and local conservation district personnel all official records, contract documents, and other materials as necessary to assure participants receive timely and effective technical assistance.
3. Provide the following liaisons to implement the terms of this agreement:  

NRCS	
Kevin Norton (Technical)	Les Conner (Administrative)
Program Manager	Assistant State Conservationist (O)
100 USDA, Suite 206	100 USDA, Suite 206
Stillwater, OK 74074	Stillwater, OK 74074
(405) 742-1236	(405) 742-1213
4. The local District Conservationist will provide technical supervision to the District employee(s) in working with program participants in the implementation and maintenance of their contracts. NRCS will provide support for completing structural design of ponds, wetlands, other dirt

work designs, range planting designs, and other projects that must meet NRCS standards and specifications.

5. To review work performed by the OCC and the conservation district to determine if it is satisfactory and in accordance with the terms and conditions of the agreement including pertinent administrative requirements contained in 7 CFR 3015 and 3016.

F. The OCC and NRCS Mutually Agree:

1. This agreement is effective the date it is executed by all parties to the agreement and will remain in effect through September 30, 2004, it may be renewed each fiscal year by the parties through an amendment to the agreement until the objectives of the agreement are accomplished, but not later than the end of the fiscal year in which work is completed.
2. To share responsibility for the training and development of employees performing work associated with this agreement.
3. This agreement may be modified by amendment duly executed by authorized officials of the OCC and NRCS to maintain an equitable distribution of technical assistance costs per contract between the participants of the agreement.
4. Either party may terminate this agreement by written notice to the other party at least 30 days in advance of the effective date of the termination. If terminated, the parties shall agree upon termination, conditions, including the termination date, and in the event of partial termination, the portion to be terminated. The OCC and NRCS shall not incur any new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
5. This is a cooperative venture of the parties. Personnel of the OCC and Conservation Districts remain its employees while carrying out their duties under this agreement and shall not be considered Federal employees for any purpose.
6. It is the intent of the parties to fulfill their obligations under this agreement. However, commitments cannot be made beyond the period for which funds have been appropriated, made administratively available, or authorized by law. In the event funds from which the parties may fulfill their obligations are not appropriated, made administratively available or authorized by law, the agreement will automatically terminate.
7. By signing this agreement the Oklahoma Conservation Commission assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

8. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in Title VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259), and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975, and in accordance with the regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap/disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial and/or technical assistance from the Department of Agriculture or any agency thereof.

FOR:

OKLAHOMA CONSERVATION COMMISSION

BY: s/ Mike Thralls  
Mike Thralls

TITLE: Executive Director

DATE: 8/04/03

FOR:

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

BY: s/ M D Dominick  
M. Darrel Dominick

TITLE: STATE CONSERVATIONIST

DATE: 8/4/03

Attachment A: Special Provisions  
Exhibit 1: Local Operational Agreement  
Exhibit 2: Budget  
Exhibit 3: Performance Worksheet

## ATTACHMENT A - SPECIAL PROVISIONS

The cooperator agrees to comply with the following special provisions which are hereby attached to this agreement.

### I. Drug-Free Workplace.

By signing this agreement, the cooperator is providing the certification set out below. If it is later determined that the cooperator knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

(1) The danger of drug abuse in the workplace;

- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The cooperator may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

## II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the

cooperator, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The cooperator shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)

(1) The cooperator certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The cooperator signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is \_\_\_\_\_, is not \_\_\_\_\_, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub agreement.

#### Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The cooperator agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.



(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt sub agreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

#### V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies

that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms this agreement in accordance with the applicable OMB Circular.

VII. Electronic Funds Transfer

Upon execution of this Agreement, contact the National Finance Center (NFC) Miscellaneous Payments Section at its toll free number, 1-800-421-0323 or telephone number 504-255-4647 to obtain Electronic Funds Transfer (EFT) instructions, as well as the assigned nine-digit Vendor Identification Number, and forward the completed information to the NFC. Disregard this if the Vendor Identification Number is already obtained.

## Exhibit 1: Operational Agreement

Local Operational Agreement  
For  
Technical Assistance in Support of Conservation Program Delivery

Conservation District: \_\_\_\_\_

NRCS Field Office: \_\_\_\_\_

The following tasks are agreed to as a condition of performance for this agreement. Items noted as "Essential Task" are considered mandatory and must be completed for any reimbursement to be completed in accordance with this agreement. Tasks noted as "Additional" shall be negotiated between the NRCS District Conservationist and the local Conservation District Board. It is expected that the additional tasks will be performed when; 1) the district conservationist identifies the task as needed at the field office level, and 2) the conservation district has the staff expertise to accomplish the task. The additional tasks will be documented at the field office and District level by placing a check in the box beside the task. A signed copy of Exhibit 1 will be retained at the local office with a copy provided to the OCC. OCC will retain a record copy of Exhibit 1 for each participating District which will be available to the NRCS state office upon request.

### 1) CONSERVATION PLANNING

#### a) Essential Tasks:

- i) Enter conservation plans and contracts in Customer Service Toolkit or other databases as requested by the local District Conservationist
- ii) Assembly, maintenance and correspondence for conservation plans
- iii) Gathering conservation planning components (job sheets, O&M plans, soils descriptions, CPA-52 and CPA-4) as needed

#### b) Additional Tasks: may include the following items provided the OCC and the conservation district have sufficient field staff capable of accomplishing the task:

- ☐ Conduct field visit to accomplish inventory and evaluation, on-site planning, locating practice locations
- ☐ Assists in surveys for the purpose of design, planning and layout of conservation practices
- ☐ Conducts on-site construction inspection reviews
- ☐ Provides practice checkout services
- ☐ Development of plan and soil maps

### 2) OUTREACH AND MARKETING

#### a) Essential Tasks:

- i) Development of farm bill related news articles for local news outlets. This includes article development, including downloading NRCS prepared articles, delivery of article to local media sources, and distribution of articles to ASTC (FO)
- ii) Plan and assist in the development, implementation and documentation of outreach, informational and locally led meetings (preparation of minutes, sign-in sheets, agendas and photographs)
- iii) Assist with the preparation of the report on the above activities to the ASTC (FO) on a monthly basis
- iv) Making presentation to local farm groups and other interested organizations on conservation of natural resources and farm bill programs
- v) Developing success stories on local clients who have achieved noteworthy accomplishments through conservation activities for the local media
- vi) Assist with the administration of the Earth Team Volunteer Program
- vii) OCC will also assist with statewide media when agreed upon by OCC and NRCS

3) ADMINISTRATIVE DUTIES

a) Essential Tasks:

- i) Filing of all correspondence, directives, policy, FOTG (Field Office Tech Guide)
- ii) Updating table of contents for General Manual and FOTG
- iii) Serves as office receptionist, routing phone calls and customers to the appropriate individual and/or assisting customer
- iv) Develop general office correspondence
- v) Maintain file of time and attendance records, schedules, and actual work documentation
- vi) Develop and maintain minutes of staff meeting, locally led meetings, and local work group meetings
- vii) Assist with development, maintenance and tracking of field office schedule
- viii) Maintain conservation practice ledgers (MGT-199, OK-MGT-WKSHT-01)

b) Additional Tasks: may include the following items:

- ☐ Enter PRMS data and conduct quality assurance of entries

4) FARM BILL CONTRACTING

a) Essential Tasks:

- i) Explain and promote farm bill programs
- ii) Assist with local work group coordination.
- iii) Assist customers to complete program applications
- iv) Assist with program application rankings by gathering preliminary customer information
- v) Compile applications in order of rankings, and file completed applications according to NRCS policy
- vi) Prepare and mail form letters and other correspondence to program applicants
- vii) Assist with the development and maintenance of conservation plans on approved contracts
- viii) Complete CCC-1245s and assemble supporting documentation for the local District Conservationist signature
- ix) Assist with contract maintenance including modifications, payment applications and status review

b) Additional Tasks: may include the following items:

- ☐ Delivery of direct technical assistance to support contract practice application and complete status reviews
- ☐ Update and maintain LTP-003

Concurrence in this agreement and the performance tasks to be delivered.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Conservationist

\_\_\_\_\_  
Date

**Exhibit 2 - Budget**

**OCC and District Provide:**

<b>District Personnel Allocations (181 employees @ 20%)</b>	<b>\$778,870.00</b>
<b>Health Care Benefit for District Employees</b>	<b>\$301,421.00</b>
<b>District Operating Expenses</b>	<b>\$17,600.00</b>
<b>Director Liability Insurance</b>	<b>\$20,000.00</b>
<b>Copier Expense</b>	<b>\$7,940.00</b>
<b>Local District Funds for Personnel</b>	<b>\$75,151.00</b>
<b>Director Time</b>	<b>\$26,400.00</b>
<b>TOTAL</b>	<b>\$1,299,382.00</b>

**NRCS Provide:**

<b>CTA Funds</b>	<b>\$200,000.00</b>
<b>Farm Bill Funds by Program</b>	<b>\$200,000.00</b>
<b>EQIP</b>	<b>\$164,000.00</b>
<b>CRP</b>	<b>0.00</b>
<b>GRP</b>	<b>\$36,000.00</b>
<b>WHIP</b>	<b>0.00</b>
<b>WRP</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$400,000.00</b>

### Exhibit 3: Performance Worksheet

[illegible]

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_